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**AGREEMENT**

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Between:

CITY OF JERSEY CITY,

HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION

JANUARY 1, 1974 through DECEMBER 31, 1975

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PREAMBLE

This AGREEMENT entered into this 4<sup>th</sup> day of January,  
1975, by and between the CITY OF JERSEY CITY, in the County of  
Hudson, New Jersey, a Municipal Corporation of the State of New  
Jersey, hereinafter called the "City", and JERSEY CITY SCHOOL  
TRAFFIC GUARDS ASSOCIATION, hereinafter called the "Association"  
represents the complete and final understanding on all the bargainable  
issues between the City and the Association.

ARTICLE I  
RECOGNITION

A. The City hereby recognizes the Association as the  
exclusive collective negotiations agent for all School Traffic Guards  
employed by the City.

ARTICLE II  
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent

Article II continued:

such specific and express terms hereof are in conformance with the

Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or  
restrict the City of its powers, rights, authority, duties and responsibilities  
under R. S. 40 and RS. 11 or any other national, state, county or local  
laws or ordinances.

ARTICLE III

HOURS

A. The City shall maintain the current work week of approximately twenty (20) hours per week providing there is no interference with the ability of the City to maintain appropriate coverage at traffic crossings.

## ARTICLE IV

### HOLIDAYS

A. Employees who have completed one (1) calendar year of employment shall receive four (4) paid holidays at their daily rate of pay commencing with their second year of employment.

B. These monies shall be paid in June of each year. Employees must be on the payroll in June to receive their Holiday pay.

C. The City shall, at its discretion, compensate employees for any days which, although scheduled for, were not in fact worked through no fault of the employees. In the event the number of days herein referred to varies in accordance with the schedules of public and parochial schools, the City shall compensate as above for the number of such cancelled days common to both groups.

ARTICLE V

HOSPITALIZATION & INSURANCE

A. The City shall continue to provide such Blue Cross/  
Blue Shield and major medical coverage to its employees as is currently  
in effect.

B. The City shall have the right to change carriers so long  
as substantially similar benefits are provided.

ARTICLE VI  
SALARIES

A. Effective January 1, 1974, all employees covered by this  
Agreement, who have at least one (1) year's service with the City,  
shall receive a daily salary of thirteen dollars and fifty cents (\$13.50).

B. Effective ninety-two (92) work days thereafter, all  
employees covered by this Agreement shall receive a daily salary  
of fourteen dollars (\$14.00).

C. Effective January 1, 1975, all employees covered by  
this Agreement shall receive a daily salary of fifteen dollars (\$15.00).

## ARTICLE VII

### SICK LEAVE

#### A. Service Credit for Sick Leave

1. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

#### B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of three (3) working days in every calendar year.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

#### C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor must be notified at least one-half (1/2) hour prior to the employee's usual reporting time.

#### D. Verification of Sick Leave

1. An employee who shall be absent on sick leave

Article VII continued:

for three (3) or more consecutive working days shall be required to

submit acceptable medical evidence substantiating the illness.

2. The appointing authority may require proof of

illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary

action.

## ARTICLE VIII

### BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day of the funeral, but not to exceed three (3) days.

B. Immediate family for purposes of this section shall include only parents, spouse, children, sister or brother.

## ARTICLE IX

### VACATIONS

A. All employees with at least one (1) year's service shall receive ten (10) vacation days with pay, for which compensation will be made at the end of the school year.

B. Employees with at least three (3) years service may elect to receive compensation for the above ten (10) days in two five (5) day payments, at the mid-year and Easter recesses of the school system.

ARTICLE X  
NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

Article X continued:

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XI

UNIFORMS

A. The City agrees to supply appropriate uniforms to its employees subject to this Agreement.

## ARTICLE XIII

### DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies shall be transmitted monthly to the Association.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Association.

C. The Association agrees that it will indemnify and save harmless the City of Jersey City against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the City at the request of the Association under this Article.

ARTICLE XIII  
SEPARABILITY AND SAVINGS

A. The City and the Association recognize the applicability of Presidential Executive Order 11615 signed by President Nixon on August 15, 1971, establishing a 90-day freeze on prices, rents, wages, and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1973 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XIV

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XV

### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1974, and shall remain in effect to and including December 31, 1975, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this 14<sup>th</sup> day of January, 1975.

JERSEY CITY SCHOOL  
TRAFFIC GUARDS ASSO-  
CIATION

By: Henry J. Bruno

Attest:

Donald Johnson

1/14/75  
CITY OF JERSEY CITY  
TRAFFIC GUARDS ASSOCIATION

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY

By: F. J. C. ....

Attest:

Mark K. ...